

**UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF TENNESSEE
NASHVILLE DIVISION**

TOWNSQUARE MEDIA, INC.,)	
)	
Plaintiff,)	
)	
v.)	No. 3:11-00248
)	Judge Sharp
DEBUT BROADCASTING)	
CORPORATION, INC., <i>et al.</i>)	
)	
Defendants.)	

ORDER

This is essentially a collection action to recover the balance due on an open account for advertising services provided to Defendants by Townsquare Media, Inc. (“Townsquare”) as the successor-in-interest to Regent Broadcast Management LLC (“Regent”). Plaintiff has filed an unopposed Motion for Summary Judgment (Docket No. 76) and, in support thereof, has filed a Statement of Uncontested Material Facts in accordance with Local Rule 56.01(b).

Because Defendants have not responded to Plaintiff’s statement of facts as required by Local Rule 56.01(c), those facts are accepted as true and show the following:

1. Regent provided advertising services to Defendants from January 10, 2008, through December 20, 2008.
2. There is an unpaid balance of \$354,446.33 for the advertising services provided by Regent to Defendants.
3. Plaintiff, Townsquare, purchased the assets of Regent in Regent’s bankruptcy proceedings, including the amounts due for the advertising services provided to Defendants.

(Docket No. 76-1 at 1-2).

Under Rule 56 of the Federal Rules of Civil Procedure, a party may obtain summary judgment if the evidence establishes there are no genuine issues of material fact for trial and the moving party is entitled to judgment as a matter of law. See FED. R. CIV. P. 56(c); Covington v. Knox Cnty. Sch. Sys., 205 F.3d 912, 914 (6th Cir. 2000). A genuine issue exists “if the evidence is such that a reasonable jury could return a verdict for the nonmoving party.” Anderson v. Liberty Lobby, 477 U.S. 242, 248 (1986).

Here, Defendants have provided nothing from which a reasonable jury could conclude that Defendants paid for the advertising services provided by Regent in the amount of \$354,446.33 (or any portion thereof), or that Townsquare is not entitled to recover the unpaid amount, having purchased Regent’s assets.

Accordingly, Plaintiff’s Motion for Summary Judgment (Docket No. 76) is hereby GRANTED. In accordance with Rule 58 of the Federal Rules of Civil Procedure, the Clerk of the Court shall enter a final judgment in FAVOR of Plaintiff and AGAINST Defendants in the amount of \$354,446.33.

It is SO ORDERED.

A handwritten signature in black ink, reading "Kevin H. Sharp". The signature is written in a cursive, slightly slanted style. The first name "Kevin" is written with a large 'K' and a small 'v'. The middle initial "H." is written with a small 'H' and a period. The last name "Sharp" is written with a large 'S' and a small 'p'.

KEVIN H. SHARP
UNITED STATES DISTRICT JUDGE